

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF THE STATE OF OKLAHOMA

(1)	TURNER DRUG (a/k/a Pharmacy)	
	Consultant Services, Inc. d/b/a)	
	Turner Drug),)	
)	
	Plaintiff,)	
)	
v.)	Case No. <u>CIV-16-1175-F</u>
)	
(1)	NORTH STAR MUTUAL INSURANCE)	
	CO., INC., a Minnesota corporation,)	
)	
	Defendant.)	

COMPLAINT

The Plaintiff, Turner Drug (a/k/a Pharmacy Consultant Services, Inc. d/b/a Turner Drug), for its Complaint against the Defendant, North Star Mutual Insurance Co., Inc., alleges and states:

1. Turner Drug (a/k/a Pharmacy Consultant Services, Inc. d/b/a Turner Drug) is a pharmacy licensed by the State of Oklahoma and doing business in Purcell, McClain County, Oklahoma.
2. At all times relevant to this lawsuit, Turner Drug was owned and/or operated by Bobby Gee and Vickie Gee, who reside in Purcell, McClain County, Oklahoma.
3. At all times relevant to this lawsuit, Turner Drug was covered by a policy of insurance, including a Businessowners Coverage Form and an

Employment Practices Liability Insurance Coverage Part Endorsement, issued by North Star Mutual Insurance Co., Inc.

4. North Star Mutual Insurance Co., Inc. is a Minnesota corporation having its primary place of business in Cottonwood, Lyon County, Minnesota, and doing business in the State of Oklahoma.
5. On or about August 22, 2016, Brian D. Wesley, a former employee of Turner Drug, filed a Petition in the District Court of McClain County against Bobby Gee and Vickie Gee, husband and wife, and Pharmacy Consultant Services, Inc. d/b/a Turner Drug, alleging Breach of [Employment] Contract, Detrimental Reliance/Promissory Estoppel, Intentional Interference with Prospective Business Opportunity, Specific Performance, and employment-related Constructive Fraud/Negligent Misrepresentation.
6. Turner Drug promptly provided notice of this lawsuit to North Star.
7. By letter dated September 7, 2016, North Star unreasonably refused to defend and indemnify Turner Drug in the underlying lawsuit, in breach of contract and in breach of its duty of good faith and fair dealing.
8. North Star did not conduct an adequate investigation prior to issuing its denial.
9. North Star did not evaluate the results of its investigation properly.

10. North Star had no reasonable basis for its denial.
11. North Star did not accurately or fairly interpret the policy of insurance to comport with the reasonable expectations of the insured.
12. As a direct result of North Star's breach of contract and bad faith, Turner Drug suffered financial losses and other actual damages in an amount in excess of \$75,000.
13. As a further consequence of North Star's unreasonable, reckless, and intentional conduct, Turner Drug seeks punitive damages in an amount in excess of \$75,000.

WHEREFORE, the Plaintiff, Turner Drug, prays for judgment against the Defendant, North Star, for an amount in excess of \$75,000, as well as attorney fees, costs, interest and all other relief allowed by the law.

MILLER & JOHNSON, PLLC

By: s/Brad Miller
Brad Miller, OBA #11437
Jami Rhoades Antonisse, OBA #20612
John C. Curtis III, OBA #32759
1221 N. Francis Ave., Suite B
Oklahoma City, OK 73106
Telephone: (405) 896-4388
Fax: (405) 609-2995
bmiller@millerandjohnson.com
jantonisse@millerandjohnson.com
jcurtis@millerandjohnson.com
Attorneys for Plaintiff

JURY TRIAL DEMANDED